



**MISSOURI DEPARTMENT OF TRANSPORTATION
BID GUIDELINES AND DOCUMENTATION
FOR PURCHASES \$25,000.00 AND OVER**

THIS IS NOT AN ORDER

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JUNE 6, 2014	BID DUE BY: JUNE 18, 2014 1:00 PM CDST	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED: AS SPECIFIED WITH EACH ORDER	BID #: CD-14-072B	BUYER NAME: DEREK VANLOO TELEPHONE NUMBER: 573-526-6956 FAX NUMBER: 573-526-6796 DEREK.VANLOO@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation – Central District General Services Attn: Derek VanLoo 1511 Missouri Blvd Jefferson City MO 65102		Delivery/ Pick Up Locations: Jefferson City, MO

SCRAP ALUMINUM SIGNS PRICE AGREEMENT

General Scope

The Missouri Department of Transportation (MoDOT) Central District is requesting sealed bids to establish fixed pricing to pick up scrap metal aluminum signs and post on an on call basis at the listed pickup location.

Bid Submission

Bids are being requested to establish a **FIXED UNIT PRICE PER POUND**. The Bid is to be returned in a sealed envelope plainly marked **Scrap Aluminum**.

The date specified for the receiving of bids is a firm deadline and all **bids** must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, or any other organization, as its agent for purposes of date and time stamping of bids. Any bids arriving at the designated office after the deadline specified will not be considered. .

For bids to be considered, the attached form, identified as "**Vendor Information & Preference Certification Form**" must be on file in this office and must be dated in the current calendar year.

Contract Requirements

Supplier shall enter a per pound price (FOB Destination).

For the initial pickup of scrap aluminum under this agreement, the vendor shall load and haul away the current supply of scrap aluminum at the designated location. This initial pickup, as well as future pickups, will consist primarily of scrap aluminum signs (flat panel or extruded aluminum) or aluminum sign posts, which vary in size.

After the initial pickup, an empty container shall be set and left at the site for MoDOT crews to fill as materials are brought in. When this container is full, the vendor will be called for subsequent pickups as-needed, with an empty container being left each time the full container is retrieved. When a call is placed for all subsequent pickups, the vendor will be required to remove all scrap aluminum within 72 hours of the call for pickup.

For all pickups, the vendor will be responsible for coordinating all arrangements and performing all work necessary, including packing, loading and transportation. It is the vendor's responsibility to obtain any over-length or over-weight permits, as they are needed. MoDOT requires the vendor to weigh the materials at an approved certified scale and the vendor is responsible for any weighing or scale fees.

The vendor indemnifies MoDOT and its representatives from any liability associated with the pickup of materials under this agreement. It will be necessary for MoDOT representative to be present anytime material is picked up. Pickups will only be made during normal MoDOT working hours, unless prior arrangements are agreed to by the appropriate MoDOT representative. MoDOT will not provide any labor or equipment assistance to the vendor.

MoDOT reserves the right to occasionally sell some scrap aluminum materials through other avenues (such as specialized signs which may have a higher value than scrap due to their subject matter, regional importance, or possible historical significance), when such a spate sale may result in an economical advantage for MoDOT. Such items selected for separate sale will not be placed in the vendor's container(s).

Bill of Sale: The awarded highest bidder will have to agree to sign a "Bill of Sale" agreement stating that all signs will be used as scrap only. The buyer shall use the sign materials purchased under the bill of sale as scrap aluminum only. These materials shall not be sold or distributed in their current forms as a highway sign or traffic control device. In the event the Buyer chooses to sell said sign materials, the Buyer shall, prior to any sale, permanently deface signs to impede their use in current form as highway signs or traffic control devices.

All materials quoted are F.O.B. Destination. Freight costs must be included in the unit price quoted and not listed as a separate line item.

Environmental fees, fuel surcharges and/or any other miscellaneous charges **WILL NOT** be accepted on any invoice. All fees must be included in your bid price.

Pricing Structure

Each vendor will use the following pricing formula to bid. Using the “Price Effective Date” of American Metal Market AMM Nonferrous Scrap Prices, Secondary Smelters’, Aluminum Scrap, mixed clips, such as: <http://www.scrapmonster.com/scrap-prices/north-american-aluminum-scrap/mlc-clips-scrap/8/1/1>. The Vendors shall state the price of increase over **OR** the price decrease under the aforementioned documented pricing they are willing to bid:

Plus \$(_____) **OR** Minus \$(_____) \$ AMM Price on day of pick up

For Example:

Margin Bid is Plus 0.05 over the American Metal Market index amount for the date of pickup.

Plus \$(0.05) or Minus \$(_____) \$ 0.73 / lbs. (June 5, 2013 AMM Index Price)

**MODOT would receive .078 per pound for each pound retrieved that day.*

The vendor will supply with each check/money order, the American Metal Market AMM NonFerrous Scrap Price sheet for that date and the scale ticket.

Award

Basis of Award. The bidder with the highest price per pound, per location, will be awarded the contract. Any tie bids received between bidders shall be settled using the process outlined in 7CSR 10-11.020(J).

Agreement and Renewal Periods

The original agreement period shall be from the date of award through June 30, 2015. This agreement shall not bind, nor purport to bind, MoDOT for any commitment in excess of the original agreement period. MoDOT may terminate for cause, and recover costs and damages for breach of vendor’s obligations or requirements, upon a 10 day written notice being sent to the vendor.

MoDOT shall have the right, at its sole option, to renew this agreement for up to three (3) additional one-year periods, or any portion thereof. Renewal periods will consist of annual cycles; July 1 - June 30. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period(s), pursuant to applicable option clauses of this document.

Invoicing and Payment Information

Payments shall be made to “Director of Revenue, Credit State Road Fund” and mailed to

Missouri Department of Transportation
Central District – General Services
1511 Missouri Blvd
P.O. Box 718
Jefferson City, MO 65102

The following methods will be accepted as payment for the awarded items

1. Business Check
2. Cashier Check or Money Order

At a minimum the following shall be provided and included with the payment:

1. A copy of the American Metal Market (AMM) Nonferrous scrap price index sheet for the date of pickup,
2. A copy of the scale ticket(s) showing the pounds of material collected, and
3. A calculation sheet listing the RFB/Agreement # CD-14-072B and showing how the applicable AMM index amount and the bid margin were computed to arrive at the amount of the associated payment.

The awarded highest bidder must agree to these terms.

CCO Form: GS23
Approved: 01/09 (ASB)
Revised: 09/12 (ASB)
Modified:

THIS BILL OF SALE AGREEMENT is entered into by the Missouri Highways and Transportation Commission acting by and through the Missouri Department of Transportation (hereinafter, "Seller") and _____ (hereinafter, "Buyer") on this _____, 20__.

WITNESSETH:

NOW, THEREFORE, in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

- (1) CONVEYANCE: Seller conveys unto Buyer all rights, title, and interest in _____ in consideration of _____ dollars paid.
- (2) NO WARRANTY: Buyer takes title to the herein described materials as is with no express warranties or implied warranties of suitability or fitness for a particular purpose.
- (3) SIGNS TO BE USED AS SCRAP ONLY: The Buyer shall use sign material purchased under this Bill of Sale as scrap aluminum only. These materials shall not be sold or distributed in their current forms as highway signs or traffic control devices. In the event the Buyer chooses to sell said sign materials, the Buyer shall, prior to any sale, permanently deface signs to impede their use in current form as highway signs or traffic control devices.
- (4) INDEMNIFICATION: Buyer states that it has read this Bill of Sale including the disclaimer and agrees Buyer shall defend, indemnify and hold harmless the Seller, including its members and department employees, from any claim, liability, judgment, or costs whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Buyer's performance of its obligations, use, possession, and/or title to said materials under this Agreement.
- (5) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Buyer shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- (6) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

Commission Representative

Buyer

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business**.*

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced**.*

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.